

required herein, such alteration, placement, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein. Upon written notice from the Committee, any such structure, improvement, landscaping, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof, shall be removed or altered, and such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner of the Lot in question shall not have taken reasonable steps toward the removal, alteration or termination of the same, the Association shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as lien upon the Lot in question upon the recording of such with the Chancery Clerk's of Tate County, Mississippi and Panola County, Mississippi.

Upon completion of the construction or alteration of any structure in accordance with the plans and specification approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a letter of compliance identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation of such letter shall be at the expense of the Owner of such Lot. Any compliance letter issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such compliance letter shall be conclusive evidence that all structures and Improvements described therein and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Committee exercises any discretionary or interpretive powers.

Any person representing the Declarant or the Committee may, at reasonable times, enter upon and inspect any Lot and any Improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures, improvements, landscaping, fences, or barriers thereon are in compliance with the provisions of this Declaration, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

## **ARTICLE VIII.**

### **RESTRICTIVE COVENANTS**

**Section 1. Residential Use.** No Lot shall be used except for private residential purposes.

**Section 2. Uses and Nuisances.** The use of the Lots shall be in accordance with the following provisions:

(a) The Property is hereby restricted to private residential dwellings for residential use of no more than three (3) stories. All structures erected upon the Property shall be of new construction, and no structures shall be moved from other locations onto the Property. The exterior of all structures shall be at least eighty percent (80%) brick, wood, stucco or stone (exclusive of gables). (No log or raw wood homes shall be permitted.) All roof and paint colors shall be approved pursuant to Section 2 herein. All houses shall be new construction and no house shall be moved onto the property. No shell, modular or mobile homes shall be allowed regardless of the square footage or price.

(b) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Subdivision Plat.

(c) No structures of a temporary character, trailers, tents, shacks, garages, barns or other out-buildings shall be used on any portion of the Property at any time as a residence, either temporarily or permanently.

(d) No building shall be erected on any Lot wherein there shall be installed any unclad or unpainted aluminum or metal windows. Wooden windows clad with painted vinyl shall be acceptable. All window and door selections shall be approved pursuant to Section 2 herein.

(e) Each residence must have a fully enclosed attached garage for a minimum of two (2) cars. Garages shall not be allowed to protrude beyond the front building line of the residence. No garage may have an entrance facing any street. All garages shall be constructed of similar style, appearance and quality as the main residence.

(f) Each residence must have a concrete, brick or asphalt driveway.

(g) No chain link fences or barbed wire shall be allowed. No privacy fence, hedge or other separating device shall be constructed beyond the minimum front building set back line. Nor on corner Lots beyond the side set back line. All fences, regardless of location, shall be no less than four (4) feet tall and no more than eight (8) feet tall.

(h) Each residence shall have an uniform mailbox structure and an uniform address marker, both as designated by the Committee.

(i) Within thirty (30) days after substantial completion of each residence, the Owner thereof shall sod or seed the entire yard with bermuda and/or zoysia grass. Thereafter said grass shall be properly maintained at all times.

(j) No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance. No Lot shall be used except for residential purposes.

(k) No above-ground swimming pools shall be allowed.

(l) No animals, livestock or poultry of any kind except for horses shall be raised, bred, or kept on any of the Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall be confined within homes or fenced areas or restrained by leash at all times. Minimum pasture acreage per horse shall be two (2) acres per horse.

(m) No signs whatsoever (including, but not limited to political campaign signs) (except normal mailbox signage and one "for sale" sign per Lot not to exceed five (5) square feet), unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of the Property. The foregoing covenants in this subsection shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings of the Declarant, its agents, and assigns as may be utilized during the development and sales periods of Lots.

(n) All plumbing and gas vents shall be placed on rear yard side of roof slope so as not to be readily visible from the street. No exterior television or radio antennas of any sort shall be placed or allowed upon the Property. Satellite dishes up to twenty-four (24) inches in diameter shall be allowed on the rear roof of home or in locations approved by the Committee.

(o) No clothesline may be maintained on any Lot.

(p) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.

(q) Excluding mail boxes. Association-owned property and natural or approved vegetation, no obstruction shall be allowed within ten (10) feet of any right-of-way.

(r) All out-buildings (including storage buildings, storage sheds, playhouses, etc.) shall be similar in style, appearance and quality as the accompanying residence. All equipment, air conditioning units, electrical transformers, and woodpiles shall be screened by adequate planting or solid

without limitation, a business office, storage area, construction yard, signs, model units, and sales office.

(nn) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors for the operation and use of the Property and promulgated to the Members in writing. The Board of Directors is hereby authorized to adopt such rules.

(oo) The Declarant, in its sole discretion, or the Association, after approval by a majority vote of the Board of Directors, shall have the right, through agents and/or employees to enforce the aforesaid restrictive covenants and to enter upon any Lot in violation thereof for such purpose. Upon written notice from either the Declarant or the Association, any such violation shall be corrected by the Owner of the subject Lot. If fifteen (15) days after the notice of such violation, the Owner shall not have taken reasonable steps towards correction thereof, the Declarant or the Association, by their officers and directors, shall have the right, through agents and employees, to enter upon such Lot and take such steps as necessary to extinguish such violation. The costs thereof shall be the binding personal obligation of such Owners as well as a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Chancery Clerk of Tate or Panola County, Mississippi. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the right and remedies given to the Association therein, shall apply fully to the debt obligations, including interest and costs of collection, and the lien created in this Section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

(pp) Boat docks and/or piers may be constructed by waterfront lot owners. Plans for same must be approved prior to construction by the A.C.C. or H.O.A. which ever is in control at the time of the application.

(qq) Use of boats or watercraft shall be allowed, but the power source of same shall be restricted to no more than a trolling motor. No skis, Wave-runners, Seadoos or other motorized watercraft shall be allowed.

#### ARTICLE IX MISCELLANEOUS

**Section 1. Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association and the Owners of any real estate subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, and shall remain in effect until January 1, 2030 unless otherwise expressly limited herein after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of eighty (80) percent of the Lots has been recorded, agreeing

(bb) No Lot shall be used or maintained as a dumping ground for rubbish, trash garbage and other waste. Garbage shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and presentable.

(cc) All vegetable-type gardens must be planted to the rear of any main residence with only landscape materials such as trees, shrubs and decorative plants allowed in front of the residence.

(dd) The Committee and/or HOA will review the plans of any structure that is built on any Lot, prior to the start of construction. The Committee or HOA must approve or disapprove, in writing within (20) twenty days of the plans' submission. If the Lot owner whose plans are to be approved does not receive this written approval or disapproval within (20) days, the Lot owner will deem the plan approved and proceed with construction.

(ee) The construction of any house in the subdivision shall be required to be completed within 24 months from the date that the construction began.

(ff) All main roofs on homes shall have a pitch of at least 7/12. All drives must be concrete or asphalt, or brick within one (1) year of substantial home completion.

(gg) There shall be no metal or tin buildings allowed on any Lot.

(hh) All Lots must be maintained and mowed after closing by the owner.

(ii) All Lot owners must conform to and be responsible to meet requirements for erosion control.

(jj) Propane tanks should be located at the back of the Lot with suitable screen such as wood fencing or vegetation.

(kk) All homes shall be landscaped within a reasonable time after substantial completion (no more than six (6) months) and all landscaping plans shall be approved by the committee.

(ll) The Declarant reserves unto itself the right to approve additional and separate restrictions at the time of sale of any of the Lots, which restrictions may differ from Lot to Lot.

(mm) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the Property as the Declarant deems necessary, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including,

fencing of same basic material as the main residence so as not to be readily visible from the streets and/or the other Lots.

(s) No recreation vehicles or commercial vehicles, including, without limitation, boats, boat trailers, house trailers, horse trailers, motorcycles, trucks, camping trailers, or similar type items shall be kept other than in the garage or otherwise on paved areas which are entirely screened from the view of all streets and neighboring Lots. No automobile or other vehicle shall be continuously or habitually parked on any street.

(t) The minimum heated area of each residence, excluding garages, storage rooms, workshops, etc., shall not be less than 3500 square feet with the Declarant or the Committee having the authority to approve a variance.

(u) Building setback lines shall be no less than 200 feet. The Committee must give final approval of the precise site and location of any residence or other structure upon all Lots. Such location shall be determined only after reasonable opportunity has been afforded to the Owner to recommend a specific site.

(v) No Lot may be further subdivided in a parcel of less than 5 acres. No part less than the whole of any Lot originally purchased from the Declarant may be conveyed except with the prior written approval of the Committee.

(w) All power lines must be buried from the supply point to the house and the lines to all out buildings.

(x) Roof shingles must be architectural, composite, slate or cedar shake or be pre-approved by the Committee. Roof colors must be approved by the Committee.

(y) All water wells and sewage disposal systems will be the responsibility of the owner and it must comply with the Tate &/or Panola County and State Health Department regulations. All dwellings and other structures on the lots shall be in compliance with the requirements of the Tate County &/or Panola County Planning Commission and its successors. Easements for installations and maintenance of utilities, drainage facilities and sloping of banks along streets are rescinded along the lot lines of each lot.

(z) No obnoxious or offensive activities shall be carried on upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood. No business of any kind shall be carried on upon any Lot or building on any Lot. All Lots and houses are to be for residential use only.

(aa) No structure of a temporary character such as trailers, basements, tents or shacks shall be allowed.